

1 Prober & Raphael, A Law Corporation  
2 Dean Prober, Esquire, #106207  
3 Lee S. Raphael, Esquire, #180030  
4 Cassandra J. Richey, Esquire #155721  
5 Melissa A. Vermillion, Esquire #241354  
6 Bonni S. Mantovani, Esquire #106353  
7 Anna Landa, Esquire #276607  
8 Halie L. Leonard, Esquire #265111  
P.O. Box 4365  
9 Woodland Hills, CA 91365-4365  
10 (818) 227-0100  
11 FHAB.500-098.NF  
12 Attorneys for Movant Bank of America, N.A.

13 UNITED STATES BANKRUPTCY COURT

14 NORTHERN DISTRICT OF CALIFORNIA

15 OAKLAND DIVISION

16 In re ) Bk. No. 14-42981  
17 )  
18 WINSTON DELANO ROBERT LAWRENCE, ) CHAPTER 13  
19 )  
20 Debtor. ) R.S. No. LSR – 1075  
21 )  
22 ) Hearing-  
23 ) Date : March 11, 2016  
24 ) Time :10:00 a.m.  
25 ) Place : U.S. Bankruptcy Court  
26 ) 1300 Clay Street, 2nd Floor  
27 ) Oakland, CA  
28 ) Courtroom 215

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20 **MOTION FOR RELIEF FROM AUTOMATIC STAY AND CO-DEBTOR STAY §1301**  
21 **(REAL PROPERTY)**

22 Bank of America, N.A. (“Movant”) hereby moves this Court, pursuant to 11 U.S.C. § 362,  
23 for relief from the automatic stay and Co-Debtor Stay §1301 with respect to certain real property of  
24 the Debtor having an address of 539 Jacaranda Street, Brentwood, CA 94513 (the “Property”). The  
25 facts and circumstances supporting this Motion are set forth in the Declaration in Support of Motion  
26 for Relief from Automatic Stay and Co-Debtor Stay §1301 filed contemporaneously herewith (the  
27 “Declaration”). In further support of this Motion, Movant respectfully states:

1       1. A petition under Chapter 13 of the United States Bankruptcy Code was filed with  
2 respect to the Debtor on July 17, 2014.

3       2. The First Amended Chapter 13 Plan was confirmed on September 4, 2014.

4       3. The Debtor and Co-Borrower, Heather E. Lawrence, have executed and delivered  
5 that certain promissory note in the original principal amount of \$329,367.00 (the “Note”). Movant  
6 is an entity entitled to enforce the Note. Movant, directly or through an agent, has possession of the  
7 Note. Debtor, Co-Borrower, Heather E. Lawrence and Movant entered in a Loan Modification  
8 Agreement. True and correct copies of the Note and Loan Modification Agreement are attached  
9 hereto as Exhibit A.

10       4. Pursuant to that certain Deed of Trust (the “Deed of Trust”), all obligations  
11 (collectively, the “Obligations”) of the Debtor and Co-Borrower, Heather E. Lawrence under the  
12 Note and the Deed of Trust with respect to the Loan are secured by the Property. A copy of the  
13 Deed of Trust is attached hereto as Exhibit B.

14       5. All rights and remedies under the Deed of Trust have been assigned to the Movant  
15 pursuant to that certain assignment of deed of trust, a copy of which is attached hereto as Exhibit C.

16       6. As of February 8, 2016, the outstanding Obligations are:

Unpaid Principal Balance	\$218,517.24
Unpaid, Accrued Interest	\$2,822.52
Costs	\$93,894.96
<u>Less: Partial Payments</u>	(\$1,815.08)
Minimum Outstanding Obligations	\$313,419.64

17       7. In addition to the other amounts due to Movant reflected in this Motion, as of the  
18 date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred  
19 \$1,026.00 in legal fees and costs. Movant reserves all rights to seek an award or allowance of such  
20 fees and costs in accordance with applicable loan documents and related agreements, the  
21 Bankruptcy Code and otherwise applicable law.

8. The following chart sets forth the number and amount of postpetition payments due pursuant to the terms of the Note that have been missed by the Debtor:

<b>Number of Missed Payments</b>	<b>From</b>	<b>To</b>	<b>Monthly Payment Amount</b>	<b>Total Amounts Delinquent</b>
3	12/01/2015	02/01/2016	\$1,834.05	\$5,502.15
Less postpetition partial payments:				(\$1,815.08)

Total: \$ 3,687.07<sup>1</sup>

9. Cause exists for relief from the automatic stay and Co-Debtor Stay §1301 for the following reasons:

- a) Movant's interest in the Property is not adequately protected.
- b) Postconfirmation payments required by the confirmed plan have not been made to Movant.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

1. Relief from the stay and Co-Debtor Stay §1301 allowing Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Property.

2. That the Order be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.

<sup>1</sup> The total payments due pursuant to the terms of the Note set forth in this paragraph do not necessarily represent all of the postpetition arrearages. . The total only represents the sum of the missed payments scheduled pursuant to the Note less any partial payments being held. To obtain the total postpetition arrearages you would need to add to such total (i) any allowable postpetition fees and expenses and (ii) advances for taxes and insurance that are not otherwise covered by escrow amounts in the scheduled payments for impounded loans.

3. That the 14-day stay described by Bankruptcy Rule 4001(a)(3) be waived.
4. For such other relief as the Court deems proper.

PROBER & RAPHAEL, A LAW CORPORATION

DATED: 02/23/2016

By /s/ Melissa A. Vermillion

MELISSA A. VERMILLION, #241354  
Attorney for Movant